



Apsaalooke Nation Housing  
Authority

Admissions & Occupancy

# APSAALOOKE NATION HOUSING AUTHORITY

## ADMISSIONS & OCCUPANCY POLICY (Includes Collection & Eviction Policy)

These policies and procedures were adopted by the APSAALOOKE NATION HOUSING AUTHORITY Board  
of Commissioners by Resolution # \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_.

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Attachment A – Income Definition

Section 8 Definition of Annual Income

U.S. CENSUS DEFINITION OF INCOME

*IRS Form 1040 Adjusted Gross Income*

*Inclusions*

*Exclusions*

FEDERALLY MANDATED EXCLUSIONS FROM ANNUAL INCOME

Attachment B – Income Exclusions

Attachment C – Calculation Worksheet

Attachment D – Verification Checklist

Attachment E – MEPA Policy

Attachment F – Mutual Help Occupancy Agreement (MHOA)

Attachment G. 24 CFR, PART 5, SUBPART 5 (SECTION 5.609)

## **SECTION 1: INTRODUCTION**

- A. Summary: The Sections contained in this policy describe the process to be used for all programs, unless otherwise specifically stated in that Section. Programs for which these policies apply include the following:
  - 1. Low-rent
  - 2. Mutual Help
  - 3. Low Income Housing Tax Credit (LIHTC)
  
- B. Preference: Preference for the Native American Housing Assistance & Self-Determination Act (NAHASDA\_ current assisted stock (CAS) will be give first to all tribal members of the Apsaalooke Nation and then next to all federally recognized Native American Tribal members. Preference for eligibility for LIHTC rentals will be extended to all eligible individuals in accordance with this preference section.

- C. Laws and Customs of the Apsaalooke Nation: Only those who are eligible under the laws and customs of the Apsaalooke Nation to lease tribally owned land for residential purposes are eligible for home ownership opportunity programs. Non-Indian and non-member spouses may join in the application process and have their income considered; however, the non-Indian or non-member spouse cannot be the beneficiary or remain in possession of the rental unit; nor may the parties or the Courts allow the non-Indian or other Native spouse to remain in possession of the rental unit in the event of divorce or death, but only if they qualify/are eligible per the eligibility procedures.
- D. Purpose of Policies: Policies have been prepared to provide direction to staff for admission of families in the programs and for administration of the requirements governing their occupancy. ANHA policies are developed in consideration of applicable tribal, state and federal law. All housing assistance programs will be implemented by ANHA through its Residential Occupancy Program Supervisor assisted by resident occupancy program counselors (ROPC) and residential compliance officers (RCO) and the homebuyer representative and maintenance personnel. Staff will conduct a reasonable and broad based effort to solicit and accept applications from all interested. Apsaalooke families first. After determining eligibility, waiting lists of potential program Applicants will be maintained according to factors outlined in these policies. These waiting lists will be used by staff in preselecting prospective Participants.
- E. Applicability of Policies: All participants are subject to the policies of the ANHA as they now exist or as they may hereafter be amended. Violation of the same is grounds for termination of the applicable Lease or Agreement.
- F. Program Applicability: All ANHA Low-Rent programs are subject to this policy. Other ANHA existing and future programs, including homeownership opportunity programs (i.e., lease with option to purchase, Mutual Help, ANHA designed programs, etc.) and rental assistance programs (i.e., Low-Income Housing Tax Credit, Voucher, etc.) are subject to the standards contained in this policy unless specifically stated otherwise in the specific policy Section or the applicable program Lease or Agreement or regulations, or policy.
- G. Staff and Officials Applicability: The ANHA Board of Commissioners (BOC and staff will comply with all applicable laws, regulations, and policies governing funds granted or loaned to the ANHA. Additionally, commissioners and staff must be in compliance with the Apsaalooke Nation Codes and Ordinances, applicable state and federal laws and regulations, and ANHA policies. Failure of BOC and/or staff to be in compliance will be addressed through disciplinary action that could result in termination of employment ore removal from the BOC.
- H. Codes: Participants and Occupants are required to adhere to all Apsaalooke Nation Laws and Codes and other applicable laws with regard to their personal conduct when it impacts their housing obligations and the rights of others.
- I. Amendment of Rules: ANHA reserves the right to make reasonable modifications to these rules if needed for health or safety purposes, programmatic purposes, management purposes,

or necessitated by a change in the Tribal Code, applicable federal law, or applicable regulations. Participants will be given at least thirty (30) days notice of any modification that is substantive. Changes that result in clarification of language or correct errors that do not impact Lease Agreements or change the scope of work of a program will not be subject to public notice.

- J. Number and Gender: Whenever used throughout this policy, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- K. Authorization of Executive Director: The Executive Director is authorized by the Board of Commissioners to implement these policies and to develop all procedures deemed necessary by the Executive Director. Whenever used throughout this policy, unless the context shall otherwise provide, the reference to the Executive Director from this point on shall mean Executive Director or designee. Any designee authorized to act on behalf of the Executive Director shall have such authorization in writing signed by the Executive Director.

## **SECTION 2: RESIDENTS AND GUESTS**

- A. Peaceful Enjoyment: Participants shall respect the peaceful enjoyment of the community and see that their guest does the same. It is the responsibility of the Participant to keep their children under control at all times. Neither Participant, their children, guests nor any other person staying or visiting the Participant shall cause unreasonably loud or disturbing noise, especially between the hours of 10 p.m. to 8 a.m.
- B. Responsibility for Guest: Participants are responsible for the action of occupants of their home, as well as guests and invitees.
- C. Manner of Conduct: Participants shall conduct themselves and cause other persons who are on the premises with their consent to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition. The excessive use of alcohol, partying, fighting, quarreling, violent behavior/assaultive and any other action or activities that interfere with or disturb the health, safety or right to peaceful enjoyment of the premises by other Participants is prohibited.
- D. Participants shall refrain from and require his household and guests to refrain from destroying, defacing, damaging or removing any part of the home or grounds.

## **SECTION 3: UNLAWFUL CONDUCT**

- A. Prohibited Use of Premises: The Participant is prohibited from using, causing to be used, or allowing to be used any part of said leased premises for any unlawful conduct or purposes. Any unlawful conduct is prohibited and may result in eviction and termination of the Lease Agreement or Agreement.

- B. Apsaalooke Nation Police: The Apsaalooke Nation Police Department is responsible for receiving and investigating any suspicious or illegal acts. Participants are requested to notify the Apsaalooke Police Department for investigation and prosecution.
- C. Jurisdiction: The Apsaalooke Nation Code shall have exclusive jurisdiction over any dispute that arises.

#### **SECTION 4: COLLECTIONS & EVICTION**

Purpose: Living in ANHA houses has both benefits and obligations, which go hand in hand as a “package deal”. In return for not having to pay for the full cost of a house, homebuyers and Participants will be held fully accountable for those smaller payments they are required to make. Residents are expected to take full responsibility for their personal financial situation to the extent of being able to make their monthly payments in full and on time, every month. In addition, homebuyers are expected to perform required routine and non-routine maintenance when needed.

These required monthly payments are used exclusively by the ANHA to operate, improve and expand our housing assistant programs for current and future residents and to enable homebuyers to become homeowners. Required payments are adjusted up or down at least annually, to assure that families pay only their faire share based on the specific program requirements.

Prompt payments from homebuyers and Participants, as et forth in this policy, is a primary function of the ANHA which demonstrates its capacity to properly and effectively manage the existing housing programs and to create a financial base and for increasing the housing stock on the Crow Reservation. The ANHA’s ability to continue present services to homebuyers and Participants, and to secure future funding for housing improvements and/or additional housing units is directly impacted by the successful administration of this policy.

- A. Applicability: The Collection and Eviction Section of this Policy applies to all program participants in the ANHA programs.
- B. Tribal Code: This eviction policy is adopted in accordance with the Apsaalooke Nation Code.
- C. Distribution: A copy of this policy will be posted prominently in the ANHA office and will be provided to Participants at move-in and upon request.
- D. Due Dates for Monthly Payments or Other Charges:
  1. All monthly payments are due and payable in full by the first day of each month, whether or not billing statements are sent by the ANHA.
  2. All “other payments” for other incurred costs are due and payable on the first day of the month following the charge.



3. Households that have a significant portion of their income coming from seasonal work may be approved to pay at times that more closely match when income is received. However, such arrangements must be approved in advance by the Executive Director and contained in a written agreement signed by both parties. These larger but less frequent payments need to be made in advance, the same as regular monthly payments, which are made for the ensuing month. Default of any portion of the plan will be treated in the same manner as nonpayment of charges for a non-seasonal worker.
4. Residents are responsible for notifying staff prior to the 20<sup>th</sup> day of the month if they will be unable to make the full payment when due and for requesting an informal resolution with the Executive Director or his/her designee to make payment arrangements.
5. Delinquencies may be reported to the Credit Bureau.
6. The ANHA will comply with any request from a Participant to notify the Credit Bureau of a good payment history.

E. Payback Agreements:

1. If payments are not made as required, Payback Agreements may be executed by the Executive Director, or his/her designee, with the resident after financial counseling and after the staff has determined that the resident is still capable of and committed to fulfilling all obligations of their Lease.
2. To be allowed to maintain occupancy, each Participant with a debt balance is required to set up a Payback Agreement acceptable to the Executive Director.
3. Failure to make payments as agreed in the Payback Agreement will result in automatic termination of the Lease and forfeiture of a subsequent Payback Agreement.
4. When a Payback Agreement is executed, the resident will be required to pay at least 25% of the balance due, at the discretion of the Executive Director, with the Payback Agreement covering the remaining balance.

F. Notices and Informal Resolution:

1. Delinquency Notice.

If the required payment is not received by close of business on the 10<sup>th</sup> days of the month, ANHA staff will issue a Delinquency Notice, sent by regular mail, informing the residents of the following:

- a. A \$15 fee will be added to the amount due to cover the costs of preparation and mailing of the delinquency notice;
- b. Their obligation is to make required payments on the first of the month;

- c. That prompt payment is a requirement for continued occupancy;
- d. The name of the ANHA staff to be contacted for arranging a meeting, as that described in item 5;
- e. That if the Participant has had unforeseen, or unusual problems in making the payments, the Participant must meet with the ANHA within 10 calendar days to determine if the circumstances warrant special payment arrangements through a Payback Agreement. If the circumstances do not warrant special arrangements, the delinquent amount must be paid in full;
- f. That if an acceptable Payback Agreement has not been made, or full payment including the \$15 fee above is not received by the close of business on the 20<sup>th</sup> day of the month, a 30-day Notice of Termination will be served upon the Participant.

## 2. Notice of Termination

If an acceptable Payback Agreement has not been made, or full payment received by close of business on the 20<sup>th</sup> day of the month, staff will personally deliver a Notice of Termination to the Participant or occupier, or to any adult member of the Participant's or occupier's family then residing on the premises, or by posting it on the door and mailing a copy thereof by certified mail, return receipt requested, informing the following:

- a. A \$25 fee will be added to the amount due to cover the costs of preparation and service of the Notice of Termination.
- b. A demand Notice to Pay in full, or execute a payback agreement acceptable to the Executive Director within 30 days of service or to vacate the unit, notifying the Participant that upon Participant's failure to so perform, that the ANHA will seek the Participant's forcible eviction from said premises, together with rents, utilities, charges of the ANHA, damages caused by Participant's occupancy and costs and attorney's fees.

## 3. Failure to Comply with Notice of Termination

In the event the Participant fails to comply with the Notice of Termination, the ANHA will see the Participant's forcible eviction pursuant to the Apsaalooke Nation Eviction Procedures through the Apsaalooke Nation Court.

## G. Leaving With a Delinquency:

- 1. Participants with terminated Leases that have debt balances (including fees) MAY be reported to credit reporting agencies;

2. Participants with terminated Leases that have debt balances will be processed through court proceedings if a Payback Agreement with the ex-Participant cannot be executed or successfully followed: and
3. Participants with terminated Leases that have debt balances are not permitted to reside with any Participant leasing an ANHA house.

H. Costs of Debt Collection:

All costs incurred in the collection of debts will be charged to the resident through the resident's account.

I. Charges to Residents (Damages and Repairs):

1. Upon vacating the unit, the ex-residents will be responsible for the costs of all necessary repairs to place the unit and the premises in same condition as at the beginning of the tenancy, except for ordinary wear and tear.
2. Upon failure of a homebuyer to fulfill their maintenance obligations, staff will perform the required maintenance and code upgrade for the unit and the premises and charge the Homebuyer's account accordingly.

J. Vacancy Without Notice:

1. The day staff discovers the abandonment the ANHA will retake possession and immediately inspect the unit to determine if repairs are necessary.
2. If repairs are necessary, the ex-residents will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the ex-resident.
3. If adequate payment arrangements are not made by the ex-resident, the ANHA will file court action against the ex-resident.

K. Automatic Payments/Payments in Advance

The ANHA will accept automatic payments on behalf of residents, and if a Participant is more than 30 days past due and is employed, Participant will, if payroll deduction is available through his/her employer, set up a payroll deduction is available through his/her employer, set up a payroll deduction for payment of the monthly house payment. Delinquent automatic payments will be subject to late fees as would any other delinquent payment.

L. Notice Not Required

In the following circumstances, the ANHA Executive Director may implement immediate eviction proceedings under Apsalooke Nation Code, Chapter 34, Eviction Procedures, without any notice required:

1. There is clear and evident danger to the surrounding community.
2. There is a life-threatening situation to the surrounding community.
3. The breach is related to drug activity as outlined in ANHA Participant Lease or Agreement and ANHA drug policy.

M. Evictions for Other Program Violations

Other violations of provisions of this policy, or of the Lease, are subject to the same procedure as set forth for non-payment of rent, as set forth above.

N. Opportunity for Hearing

1. The opportunity to be heard by the Tribal Court shall be afforded to all Participants/homebuyers involved in eviction matters.
2. The Hearing Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:
  - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the ANHA housing development by other residents or employees of the ANHA, or
  - b. Any drug-related (including alcohol-related) criminal activity on or near the premises.
  - c. Any nonpayment of charges.
  - d. Statutory or regulatory requirements.

O. Administrative Remedies

1. In order to exhaust all reasonable alternatives prior to exercising eviction, the Executive Director is authorized to develop administrative remedies for extraordinary circumstances, which may provide temporary forbearance. Such measures may include, but not be limited to the following:
  - a. Protective Payee arrangements;
  - b. Debt management plan;
  - c. Assignment of trust income.
2. The Executive Director will prepare procedures that are uniform and fair in their application.

P. Costs of Debt Collection

All costs incurred in the collection of debts will be charged to the resident through the resident's account.

Q. Charges to Residents (Damages and Repairs):

1. Upon vacating the unit, the ex-Participants will be responsible for the costs of all necessary repairs to place the unit and the premises in same condition as at the beginning of the tenancy, except for ordinary wear and tear.
2. Upon failure of a Participant to fulfill their maintenance obligations, staff will perform the required maintenance and code upgrade for the unit and the premises and charge the Participant's account accordingly.

R. Vacancy Without Notice:

1. The day staff discovers the abandonment of the unit, ANHA will retake possession and immediately inspect the unit to determine if repairs are necessary.
2. If repairs are necessary, the ex-residents will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the ex-resident.
3. If adequate payment arrangements are not made by the ex-resident, the ANHA will file court action against the ex-resident.

S. Opportunity for Hearing:

1. The opportunity to be heard by the Tribal Court shall be afforded to all Participants/homebuyers involved in eviction matters.
2. The Grievance Section of this Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:
  - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the ANHA housing development by other residents or employees of the ANHA, or
  - b. Any drug-related (including alcohol-related) criminal activity on or near the premises.
  - c. Any nonpayment of charges.
  - d. Violation of statutory or regulatory requirements.

T. Eviction through Court.

- a. Upon termination of a MHOA or Dwelling Lease Agreement and the failure of the homebuyer/low rent tenant to peaceably vacate the unit within the required time, ANHA shall file a civil action against the homebuyer/low rent tenant for eviction and restitution in Crow Tribal Court.
- b. The complaint shall be premised on the homebuyer/low rent tenant breach of his/her agreement with ANHA. The contractual breach arises from non-payment or failure to make a full monthly payment. Other violations pertaining to non-payment or failure to make the full monthly payment shall be defined as "other just cause". ANHA shall commence its civil action against the homebuyer/low rent tenant in Apsaalooke Tribal Court.
- c. The complaint shall be in writing and contain statement of facts and include the following:
  1. The name and address of the homebuyer/low rent tenant;
  2. The ANHA Project number, Unit Number;
  3. The date the homebuyer/low rent tenant entered into the Agreement with ANHA;
  4. The homebuyer/ low rent tenant' s account receivable status and arrearage amount;
  5. The homebuyer's/low rent tenant's monthly charge.
- d. ANHA shall ask the court for an eviction of the homebuyer/low rent tenant and judgment on the delinquent amount owed.
- e. If the homebuyer/low rent tenant has paid the delinquent amount in full or has made a payment arrangement which has been agreed upon by both parties before the court date, ANHA will file a motion to dismiss without prejudice with the Crow Tribal Court, along with a stipulated judgment.
- f. The Crow Tribal Court may order the homebuyer/low rent tenant to pay the delinquent amount within a specific period of time or may order the homebuyer/low rent tenant to be evicted. ANHA shall seek the authority and guidance of the Tribal laws and remedies in its request for eviction against the delinquent homebuyer/ low rent tenant. Once the eviction is granted by the Crow Tribal court, the homebuyer shall have fifteen (15) days to vacate the unit, unless tribal law provides for a different time line.

#### U. Outstanding Debts

Upon eviction, if the Crow Tribal Court issues a judgment for restitution, a

certified letter will be sent to the homebuyer/low rent tenant requiring payment in full for the outstanding debt unless a signed agreement is in force. ANHA shall take all actions necessary to collect on outstanding debts.

## **SECTION 5: GRIEVANCE**

- A. Purpose: To assist in the resolution of complaints by ANHA program applicants and Participants and to afford program applicants and Participants a fair and reasonable opportunity to have their responses heard and considered by ANHA. It is not intended to provide a forum for the aggrieved party to challenge ANHA's policies, tribal, federal or state codes, requirements and/or regulations, to settle domestic disputes, or to resolve matters which are more appropriately a police or court matter.
- B. Applicability: Applies to all program applicants and rental and homebuyer Participants.
- C. Non-applicability: Grievances regarding actions for which a court hearing is necessary to carry out ANHA action (such as eviction or termination of tenancy) are not required to be subject to the Grievance Policy. The Apsaalooke Nation Court will afford claimants an opportunity to be heard on the merits of their particular case. The Hearing Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:
1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the ANHA housing development by other residents or employees of the ANHA;
  2. Any drug-related (including alcohol-related) criminal activity on or near the premises;
  3. Any nonpayment of charges;
  4. Violation of statutory or regulatory requirements; or
  5. Incidences occurring after the appropriate statute of limitations has been exhausted.
- D. Definitions:
1. Complainant is any Participant whose complaint is presented to ANHA staff up to the Executive Director, on an informal basis.
  2. Complaint shall mean a formal grievance brought under the Grievance Section of this Policy against alleged actions taken by the ANHA that adversely affect the complainant's participation in an ANHA program.
  3. Formal Hearing is the process by which the Board of Commissioners hears an appeal by a complainant dissatisfied with the Executive Director's decision.



4. Grievance is any dispute which a Participant may have with respect to ANHA action which adversely affects the individual Participant's rights, duties, welfare, or status.
5. Informal Hearing is the process by which complaints are first considered by the appropriate ANHA staff.
6. Participant is a lessee or the remaining head of household of any Participant family residing in housing accommodations owned or leased by the ANHA.

E. Due Process:

The ANHA Grievance Policy shall comply with the Indian Civil Rights Act, if applicable and shall assure that applicants/residents in all programs will:

1. be advised of the specific grounds of any proposed adverse action by the ANHA;
2. have an opportunity for a formal hearing and afterwards, if applicable, a formal hearing before the Board of Commissioners upon timely request as outlined in these policies;
3. have an opportunity to examine any documents or records or regulations related to the proposed action;
4. be entitled to be represented by another person of their choice at any hearing;
5. be entitled to ask questions of witnesses and have others make statements on their behalf;  
and
6. be entitled to receive a written decision by ANHA on the proposed action.

F. Filing Complaints:

1. Complaints pertaining to neighbors who are ANHA residents must be made in writing utilizing the ANHA Complaint form. Assistance in writing the complaint will be made available to the resident at the resident's request.
2. All complaints pertaining to ANHA action are to be presented first on an informal basis, either orally or in writing, to the appropriate ANHA staff. If the complaint remains unresolved, the complaining must request an informal hearing with the Executive Director.
3. Regardless of the nature of the complaint, all payments due ANHA are to be paid as agreed upon per the Lease or Agreement or any promissory note or other repayment plan in the amount equal to the amount paid in the month preceding the complaint plus any fees.

4. Complainants dissatisfied by the Executive Director's decision may request a hearing before the Board of Commissioners in accordance with the procedures contained herein.
5. The ANHA Staff must implement procedures which will ensure that notices and/or information are made available within a prescribed time frame and that complaints and ANHA response to complaints are documented.

G. Informal Hearing:

1. The complaint must be made to the appropriate staff within fifteen (15) working days of the act, which is the basis of the grievance. If the complaint pertains to the actions of another Participant, the complaint must be in writing, utilizing the complaint form. The appropriate staff will assign a staff person to assist in the preparation of complaints upon request of the Participant.
2. Complainants dissatisfied with the ANHA's decision may request an informal hearing with the Executive Director within ten (10) working days of the ANHA's decision.
3. The Executive Director will schedule a meeting with the complainant as soon as it is possible, time and place reasonable convenient to the complainant, and will notify the complainant in writing of such.
4. If the complainant fails to show up for the scheduled meeting without notification, the right to a hearing through ANHA Grievance Policies will be waived, and the complainant shall be so notified in writing. However, this does not constitute a waiver of the complainant's right to contest ANHA's decision through legal proceedings in the Apsaalooke Nation Court.
5. The Executive Director will attempt to consider all the facts associated with the complaint in order to discuss, and hopefully resolve, the complaint without necessity for a formal hearing.
6. A written summary of the discussion and the Executive Director's decision will be sent to the complainant within fifteen (15) working days of the date of the informal hearing. The summary will include names of participants, date of the meeting, nature of the complaint, the Executive Director's decision and the basis of the decision, and the procedures by which a formal hearing can be obtained.

H. Request for a Formal Hearing

1. In the event the complainant does not receive a response to their grievance or feels that their grievance has not been resolved appropriately, he may submit within fifteen (15) working days of the date of the Executive Director's decision (date of correspondence) a written request to the Executive Director to be placed on the next regular meeting agenda to have the complaint heard by the Board of Commissioners.

2. The complainant's written request shall be considered a notice of appeal, and it must specify the following information:
  - a. The reason for the grievance;
  - b. The action or relief sought, and
  - c. Action(s) taken by ANHA to resolve the complaints that was allegedly incorrect.
3. If the complainant's request for a formal hearing is not in accordance with Item 2 above, the Executive Director or designee will attempt to assist the complainant with the proper procedures.
4. The Executive Director will send written confirmation of the date, time and place of the Board of Commissioners' meeting in which the grievance will be heard.
5. The Executive Director will notify the Board of Commissioners of the request and provide copies of materials relevant to the appeal.
6. If the complainant fails to appear at the formal hearing, then ANHA's disposition of the grievance under the informal hearing process shall become final. However, this does not constitute a waiver of the complainant's right to contest ANHA's decision through legal proceedings in the Apsaalooke Nation Court.

I. Decision of the BOC:

1. The decision of the BOC shall be final and based upon the following:
  - a. Facts presented at the formal hearing;
  - b. Applicable laws and regulations; and
  - c. Applicable ANHA policies.
2. The decision of the BOC shall be made in writing and submitted to the complainant within ten (10) working days to the greatest extent feasible.
3. No BOC member who has family ties to the complainant shall participate in any of the formal hearing proceedings.

**SECTION 6: INCOME**

- A. Policy: The Executive Director is authorized to provide affordable housing assistance to low- and moderate-income families in accordance with program specific requirements. Non low-income families will not receive the same benefit as low-income families and will be subject to Item (1), Non Low-Income Assistance, of this Section..

- B. Applicable Definition: The ANHA will use the meaning of annual income as defined for HUD's SECTION 8 programs in 24 CFR Part 5, subpart F. In using the HUD's SECTION 8 program definition of annual income, the ANHA will exclude from annual income any amounts that are on the list of Federally Mandated Exclusions as amended time to time in the Federal Register. Household income will be used as the basis for calculating the house payment for all NAHASDA programs.
- C. Meaning of Annual Income: Annual income includes all amounts, monetary and nonmonetary, that go to, or on behalf of the family head or spouse (even if temporarily absent) or to any other family member or are anticipated to be received from a source outside the family in the 12 months following admission or the annual reexamination's effective date, including amounts derived from assets to which any member of the family has access that are not specifically excluded by Federal regulations. Annual income is defined in accordance with SECTION 8 and CFR Part 5, subpart F (Section 5.609) and is included as Attachment A.
- D. Calculation of Income: Staff will use the procedures outlined in HUD 4350.3 Rev. 4 (as amended) to calculate the household gross annual income. These procedures will be used as the basis for calculating income for all ANHA programs unless states otherwise in the specific program section. See Attachment C for the rental calculation worksheet.
- E. Verification: Section 1000.128 of NAHASDA requires the ANHA to verify that the family is income eligible based on anticipated annual income. The family household's annual income may not exceed the applicable income limits as established by HUD annually. Written third party verification is required. See Attachment D for a sample Verification checklist.
- F. Documentation: The family is required to provide verifiable income documentation to verify income and to qualify for deductions. The ANHA is required to maintain the documentation on which the determination of eligibility and income are based. The ANHA will require a family to periodically verify its income in order to determine housing payments, fees, household composition, or continued occupancy.
- G. Income Limits: Whenever NAHASDA funds are used to assist a family the ANHA will utilize the HUD National Median Income Limits as amended annually as the applicable income limits unless otherwise required by other program policy or regulations. For example, the county area median income limits are required to be used by the LIHTC program.
- H. Deductions: The Executive Director is authorized to establish deductions from gross income to the extent that the deductions do not negatively affect positive cash flow.
- I. Non-Low-Income Assistance: The ANHA will provide assistance to non low-income families to the greatest extent feasible and in accordance with the NAHASDA or applicable program requirements.

1. NAHASDA Assistance to non low-income families may be made available under the following circumstances subject to the availability of funds.
  - a. When a total of 10% of the total grant funds for a given Indian Housing Plan (IHP) are designated by the ANHA as being available for assistance to families whose incomes are between 80% and 100% of median income;
  - b. When the ANHA has a HUD approved model activity to provide assistance to moderate income families;
  - c. Other conditions under which non low-income Indian families can receive benefits under the Indian Housing Block Grant (IHBG) Program include guarantee activities under the Title VI of NAHASDA and Loan guarantee activities under Title VII of NAHASDA.
2. In order to provide assistance to non low-income Indian families, certain conditions must be met;
  - a. In all cases, ANHA must determine and document that there is a need for housing for each family which cannot reasonably be met without NAHASDA assistance.
  - b. The ANHA must state in the ANHA IHP that it intends to use up to 10% of its annual grant amount to assist Indian families with incomes that fall within 80%-100% of the national median income without HUD approval.
  - c. HUD approval is required if the ANHA plans to use more than 10% of its annual grant amount for such assistance or when ANHA plans to provide assistance to families with incomes over 100% of median income. In these cases a model activity would be required.
3. A non low-income Indian family cannot receive the same benefits provided to a low-income Indian family.
4. Determination of the amount of assistance will be in accordance with 24 CFR Part 1000.1106 as it now exists or may hereafter be amended.

## **SECTION 7: APPLICATION REQUIREMENTS**

Applicants are encouraged to submit applications as soon as possible because of the extensive requirements for qualifying. They also must be informed that if they need assistance in completing the application, staff are available to assist them. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex, age or handicap, although preference for selection may be limited to Native American applicants meeting the requirements of NAHASDA.

A. Application Forms: There are specific forms that must be used to complete an application depending on the type of assistance for which one is submitting an application. These forms may be supplemented with additional forms as deemed necessary by the Executive Director for clarification purposes. Application forms generally required by the ANHA include, but are not limited to, the following:

1. Standard ANHA Application Form
- 2.
- 3.
4. Applicable Verifications
5. Tenant Income Certification (TIC\_
- 6.
7. Applicable Consents to Release Information
8. Other worksheets or forms as required by ANHA staff

The application form is to gather enough information to allow a full assessment of the family's background to determine and verify eligibility, consistent with any applicable federal, ANHA requirements, and the requirements of any other funding entity that are applicable.

B. Application Process: Families must submit a complete application before they can be determined eligible for placement on a waiting list. If the applicant has a delinquent balance with the ANHA, the family must enter into a Payback Agreement or Old Delinquent Accounts Settlement agreement prior to being considered for occupancy. Failure to do so will result in the family being ineligible to be placed on the waiting list.

1. In order to be considered for occupancy in any housing program offered by the ANHA, a written (legible) application must be completed.
2. All application data processed by ANHA staff are entered in the automated data systems program.
3. The staff member receiving an application must note the date and time (date & Time) when the completed application was received.
4. All information provided in the application must be verified and documented before an application is considered complete. In the event there are concerns regarding the information obtained, the staff will report the concerns to the appropriate supervisor who will review information to make a decision.



5. Once the application is complete and eligibility has been determined, the Applicant data will be entered into the Waiting List database.
  6. In the event of a rejection, the staff will notify the Applicant in writing of the basis of the determination and the right to appeal the decision in accordance with the Grievance Section of this Policy.
  7. In the event of a favorable determination, the staff will notify the Applicant in writing, and be placed on the Waiting List.
- C. Charges: There is no application fee for ANHA program assistance, although Applicants pursuing homeownership will be responsible for other fees assessed by lenders in the event a Participant successfully exercises their option to purchase. This is subject to change.
- D. Notification to Applicants of Ineligibility: Each Applicant shall be notified as promptly as possible but not to exceed thirty (30) days, in regard to his/her eligibility status.
1. If the ANHA determines the Applicant to be ineligible for admission, the Applicant is to be informed in writing of the determination and of his right to appeal in accordance with the Grievance Section of this Policy.
  2. The reason for the determination shall be included in the written notification.
  3. Each such case shall be documented and such documentation shall be maintained and properly filed.
- E. Notification to Applicant of Eligibility: Applicant shall be notified in writing of the following:
1. The determination of eligibility to be placed on the Waiting List.
  2. Waiting List placement does not guarantee selection.
  3. Responsibility of the Applicant to update Applicant information as changes occur.
  4. Removal from the Waiting List if the Applicant fails to update information at least annually; and
  5. The process for the Applicant to periodically check the Waiting List.
- F. Communications: All communications with the Applicant must adhere to the following requirements:
1. All official notices must be in writing and signed by the designated staff with a copy to the appropriate staff and the Executive Director.



2. All verbal communications are to be documented in the Applicant file and the client database, indicating date, time, content, and disposition.
3. All written communications or major inquiries from an Applicant/Tenant are to receive a written response with five (5) working days from the date of receipt.

## **SECTION 8: WAITING LISTS ADMINISTRATION**

- A. Overview: The waiting list is the tool used to establish the order in which housing offers are made to apparently qualified Applicants. The Executive Director will designate staff to administer the waiting lists policy, establish procedures to implement the policy, including preparation of a quality control system that ensures ethics and integrity in administering the waiting list policy.
- B. Policy Formation: Policies will be established by the Board regarding the following:
  1. Preferences and priorities;
  2. Opening and closing the waiting lists;
  3. Waiting list organization;
  4. Enter new Applicants;
  5. Essential application information for waiting list;
  6. Updating;
  7. Removal from the waiting list;
  8. Making and rejecting offers; and
  9. Reporting
- C. Preferences: In accordance with this goal, housing assistance opportunities will be made available in accordance with ANHA established preferences. The intent of preferences is to establish the order of selection from the waiting list. Although preferences identify a list of families who need units, the reality is instead, the matching of those families and incomes with the ANHA's vacant units. Waiting list will be developed based on the following established preferences to the greatest extent feasible.
  1. Preferences are established to ensure that the benefits accrue to enrolled members of the Crow Tribe. Consequently, the following definitions will apply:

- a. A Crow FAMILY means the heads of household and at least one child is an enrolled member of the Crow Tribe. Crow couples are also included in the definition of a Crow family.
  - b. A Crow Family also means a family with a non-enrolled head of household who is a member of a federally recognized tribe or heads of household with custody or guardianship of one(1) or more enrolled Crow child.
2. A family admitted based on a qualifying Tribal member must retain the qualifying Tribal member as part of the household in order to ensure continued occupancy.
  3. A family admitted based on the qualifying head of household(s) cannot change the qualifying head of household later.
- D. Priorities: The ANHA BOC authorizes the Executive Director to establish priorities within program preferences to ensure consistency with specific program requirements or to correct inequities as determined by the Executive Director. For example, a homeownership program must establish priorities for creditworthiness, mortgage readiness, etc. Additionally, the ANHA Executive Director will establish priorities based on occupancy standards, income targeting and families who have never been assisted.
- E. Waiting List Organization: The ANHA will maintain two waiting lists. The two waiting lists categories now in effect are:
1. Waiting List 1: Those who have never been assisted; and
  2. Waiting List 2: Those who have been previously assisted with no debt to the ANHA.
- F. Enter New Applicants: The ANHA will maintain an electronic log that lists Applicants by rand and also indicates the date and time a completed application is received.
1. Only Applicants who have completed an ANHA application entirely, provided all the requested information, and have been determined as an apparent eligible Applicant will be entered on the appropriate waiting list.
  2. Applications received on the first of the month will be processed to the greatest extent feasible within a minimum of thirty (30) days and, if determined to be an apparent eligible Applicant, placed on the waiting list by the first of the month if received by the first of the preceding month. Applications determined to be acceptable and received after the first of the month will be placed on the waiting list by the first of the second month following the month in which the application is received.
  3. Applications received from previously removed Applicants will be time and date stamped based on the most current date of application.

4. Applicants who have a debt to the ANHA will not be placed on the waiting list until a payback or settlement agreement is determined retired. The date received will be either the date the debt is retired and a completed application is received or after the date the debt is retired and a completed application is received.

G. Essential Application Information for Waiting List Placement: The Executive Director may modify the waiting list information requirements based on program requirements and software requirements. Application forms will be completed to the extent that all factors of eligibility are included and the ANHA can make a determination on the apparent eligibility status of the Applicant. Prior to being placed on the waiting list the following information must be submitted and analyzed:

1. Three (3) previous landlord references.
2. Credit references from two (2) sources who are not members of your family.
3. Personal documents including the following:
  - a. Two (2) personal references – One (1) non-family and one (1) family reference
  - b. Driver's license or equivalent as follows:
    - (1) Official Tribal ID for Crow tribal members
    - (2) Official State ID for non-enrolled federally recognized tribal members
  - c. Social Security card
  - d. BIA Certificate of Indian Blood for other federally recognized tribal members who are not enrolled in the Crow Tribe.
4. Waiting list automated record requirements:
  - a. Minimum information:
    - (1) Identifier number
    - (2) Name and address
    - (3) Family size
    - (4) Income
    - (5) Date/time of application
    - (6) Tribal affiliation
    - (7) Notification to update
    - (8) Recertification date
  - b. Optional information:
    - (1) Source of income

- (2) Place of employment
  - (3) Length of employment
  - (4) Disabled
  - (5) Veteran
5. Factors of eligibility for placement on the waiting list.
- a. Preferences
  - b. Other eligibility consideration identified throughout this policy
  - c. Program specific requirements
  - d. Etc.

H. Updating the Waiting List or Sublist:

1. The Waiting List and any sublists will be updated for significant changes or new applications to the greatest extent feasible on a monthly basis.
2. The responsibility for annually updating the Applicant file resides with the Applicant, although the ANHA may attempt to contact Applicants by phone or in writing to update their application. Failure for an Applicant to update annually will result in automatic removal from the Waiting List.
3. Applicants removed from the Waiting List will be placed in the inactive file.
4. Applicants removed from the Waiting List will be notified in writing of the removal due to failure to update.
5. Any efforts to notify the Applicant must be noted in writing.
6. Yearly updates by Applicants will be noted on the Waiting List by date of completed updated application.

I. Removal from the Waiting List:

1. (RESERVED)
2. Applicants must inform staff in writing of any changes in income, as they occur. Staff will perform a limited verification of the Applicant to ensure that the Applicant appears to meet the eligibility requirements for admission. Should an Applicant become ineligible based on a change in income, staff will notify the Applicant in writing that he no longer qualifies for admission into the program. In addition to income changes, disqualification may also be caused by program and policy changes. In all instances, the Applicant must meet all the requirements at the time of move-in.

3. Applicants who during the pre-selection process have been determined to be ineligible will be removed for an amount of time depending upon the circumstances of the ineligibility. ANHA Staff is authorized to make the determination and develop a corrective action plan if warranted.

J. Making and Rejecting Offers:

1. Placement on the Waiting List does not guarantee selection. It indicates that at the time of application all factors of eligibility are included to make an initial determination on the apparent eligibility status of the Applicant. Once an offer is made the ANHA will commence verification and certification process to determine satisfaction of all the requirements for final selection.
2. The ANHA will preselect from the appropriate waiting list by date.
3. All pre-selection notices will be in the form of a formal letter.
4. Rejection of two (2) offers by an Applicant will result in removal from the waiting list.

- K. Reporting Requirements: A copy of the most current waiting lists will be provided on a monthly basis to the ROPC Supervisor and the Executive Director and may be posted in a public area of the ANHA office.

**SECTION 9: APPLICANT FILES**

- A. Filing Requirements: All applications are filed as Active or Inactive. Files will be categorized by program type.
- B. File Management: When an Applicant is placed on the Waiting List, the application and all the supporting documentation is maintained in the Active File. All Applicant files are organized by program type and then alphabetically.
- C. Inactive File: Applicants who are determined to be ineligible for whatever reason are placed in the Inactive File, organized by program type, then fiscal year, and then alphabetically. Inactive files will be set up in a database indicating the name, address, bedroom size, income, program type, date of application, and any other data as determined by the ANHA Staff.
- D. File Retention: All Inactive Files are retained for a minimum of three (3) years. All active files re retained for three (3) years after move-out or after any litigation.
- E. Confidentiality: Information contained in ANHA files is confidential. Only those with a need to know have the right to review the contents of client files. Staff is prohibited from discussing the contents of a client's file with anyone other than ANHA staff unless an interagency release of information has been executed with the ANHA and other agencies of the Apsaalooke Nation. Tribal officials must have a court order to access Applicant or

occupant information unless the Applicant or occupant has signed consent to release the information to the requesting party.

## **SECTION 10: ELIGIBILITY**

Specific guidance regarding procedures for determining eligibility are located in the most recent HUD Handbook 4350.3, more specifically in Chapter 3, Eligibility for Assistance and Occupancy, and are hereby incorporated by reference. The following eligibility requirements must be met at a minimum prior to persons being considered.

## **SECTION 11: BASIS FOR INELIGIBILITY**

The reasons for a determination of ineligibility are based on ANHA policies and other applicable program concerns or regulations. Although an Applicant may meet the basic criteria for eligibility, any one of a number of reasons can form the basis of determination of ineligibility. Families who have applied for housing or who have applied to add an additional occupant, and who, for any reason, have been determined to be ineligible will be notified by staff in writing, stating the reasons for their ineligibility. The family would then be entitled to a hearing through the means adopted for administrative remedies. All information relative to the rejection of an Applicant family must be documented and placed in the Applicant family's file for future reference.

- A. Possible Reasons: The following does not represent an exhaustive list of reasons an Applicant may be denied final selection as a Participant; however, it is illustrative of many common reasons for a determination of ineligibility.
1. Failing to repay previous debts owed to any housing authority or other HUD program.
  2. Fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.
  3. Prior conviction of crime(s) of a sexual nature.
  4. Record of substance abuse.
  5. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.
  6. Applicants who appear on HUD's List of Suspensions, Debarments, and Limited Denial of Participation.
  7. The Applicant family does not qualify as a family according to the applicable program requirements.
  8. The applicant family does not meet the income requirements.

9. Lack of documented, verifiable information.
  10. Family composition is not compatible with the occupancy standards applicable to the vacant unit.
  11. The Applicant family has a record of unsatisfactory performance in meeting past financial obligations.
  12. ANHA records indicate that the Applicant family has an outstanding debt.
  13. Applicant family has a record of destruction of property, acts which would imperil the health, safety or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.
  14. The Applicant family has a record of any illegal activity which would impair the physical or social environment of the surrounding neighbors, including but not limited to trafficking in drugs, use and/or possession of drugs, prostitution; possession of explosives, illegal possession of firearms, and crimes of violence against persons or property.
  15. The Applicant family has a history of unsanitary or poor housekeeping habits.
  16. The Applicant family has provided false information on the application or other application on file with ANHA.
  17. The Applicant family has a history of lease violations.
  18. ANHA Participants who were evicted for violations due to acts which threatened the health, safety and welfare or peaceful enjoyment of others will be denied participation in ANHA housing assistance programs for at least three (3) years and references are positive.
- B. Use of Illegal Substances: Reference ANHA Drug Policy approved by Board of Commissioners by Resolution \_\_ (Reserved) \_\_\_\_\_
- C. Consideration of Derogatory Findings: One (1) minor derogatory finding will not be used as a basis for denial of eligibility or participation. However, a combination of derogatory findings may be used as a basis for denial.

## **SECTION 12: VERIFICATION**

Procedures for verification will be in accordance with the verification guidelines outlined the most recent HUD Handbook 4350.3.

- A. Verifiable Information: All information must be verifiable. Verification must be obtained through a third party and in accordance with HUD Handbook 4350.3 as a guide, as it now